

EXTENSION MORTGAGE

Lawrence, Kansas, April 20, 1931

EXTENSION AGREEMENT AND COUPONS

WHEREAS, The First Savings Bank of Lawrence, the owner of a certain mortgage note of Three Thousand Dollars, reduced by payment to Twenty-five Hundred & no/100 Dollars (\$2500.00) given by Mary M. Skinner & Homer Skinner to The Merchants Loan & Savings Bank dated April 1, 1926 and secured by mortgage recorded in book 69 of mortgages, at page 309 in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to April 1, 1931.

NOW, in consideration of such extension John W. Hagen & Martha A. Hagen, his wife, the present owners of the land conveyed in the above described mortgage do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment to the terms, recitals and conditions of said mortgage note hereinbefore mentioned and to the provisions of said mortgage deed.

John W. Hagen
Martha A. Hagen

Recorded April 25, A. D. 1931 at 8:30 A. M.

E. E. Pringle
Register of Deeds

MORTGAGE

LOAN NO. K-5018212-A

THIS INDENTURE, Made this 26th day of February A. D. 1931 between John V. Fritzel and Anna A. Fritzel, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Ten Thousand and No/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey to the said party of the second part, its legal representatives, successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Southeast Quarter of Section Twelve (12) Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing 150 acres, more or less, according to the Government Survey thereof, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein and will Warrant and Defend the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said John V. Fritzel and Anna A. Fritzel, his wife, do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses conditions and covenants hereof.

This grant is intended as a mortgage to secure the payment of Ten Thousand and No/100 Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest is payable on an amortization plan in 65 equal semi-annual installments of Three Hundred Fifty and no/100 Dollars each, and one installment (the last to mature) of Two Hundred Ninety-One and 85/100 Dollars; all due and payable as follows: Three Hundred Fifty and no/100 Dollars on the first day of November A. D. 1931 and a like sum of Three Hundred Fifty and no/100 Dollars semi-annually thereafter on the first day of May and November in each and every year to and including the first day of November 1965 and the last installment of Two Hundred Ninety-One and 85/100 Dollars on the first day of May 1966 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgage property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable without notice (anything herein or in said promissory notes to the contrary notwithstanding), and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest together with the costs, as hereinafter provided and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will, at their own expense, until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss, by fire, lightning and wind-storm in the sum of -----Dollars, in insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second part, or assigns. In case of failure of said first parties to maintain insurance as agreed, then said party of the second part, its successors or assigns, may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Reg. No. 1338
Vol. Paid 86

The following is a true and correct copy of the original instrument recorded on this day at 1:30 P. M. in the office of the Register of Deeds of Douglas County, Kansas, and is subject to the provisions of the Act of March 27, 1907, relating to the recording of mortgages. The original instrument is on file in the office of the Register of Deeds of Douglas County, Kansas, and is subject to the provisions of the Act of March 27, 1907, relating to the recording of mortgages. The original instrument is on file in the office of the Register of Deeds of Douglas County, Kansas, and is subject to the provisions of the Act of March 27, 1907, relating to the recording of mortgages.

Copied

Recorded
 Filed
 Indexed
 Serial
 Date